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EXAMINER

ROSEN, NICHOLAS D

ART UNIT

PAPER NUMBER

3625

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Please find below and/or attached an Office communication concerning this application or proceeding.

## Office Action Summary

Application No.

09/473,662

Applicant(s)

RISEN ET AL.

Examiner

Nicholas D. Rosen

Art Unit

3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 23 May 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-11,13-15,17,19,21 and 22 is/are pending in the application.

4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.

- 6) ☒ Claim(s) 1-11,13-15,17,19,21 and 22 is/are rejected.

- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.

- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 17 July 2002 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.  
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

### Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).  
\* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).  
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) \_\_\_\_\_ 6) ☐ Other: \_\_\_\_\_

Claims 1-11, 13-15, 17, 19, 21, and 22 have been examined.

***Claim Rejections - 35 USC § 112***

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claim 22 is rejected under 35 U.S.C. 112, first paragraph, as containing subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Claim 22 recites assigning a value to a patent right and estimating the likelihood of an unexpected reduction in value of the patent right, but the specification does not describe the latter of these steps in a sufficiently concrete manner as to enable one skilled in the art to which the application pertains to use the invention. As the specification teaches, "Assigning a value to a patent can be difficult" (page 15, line 14), and subsequent passages fail to set forth how it is to be done. It is suggested, for example, that, "One preferred method of assigning such a value is to retain a firm which specializes in the valuation of intellectual property," but that is not transparent; it does not teach how such a firm obtains the values it does. The specification also suggests using the method of patent 5,608,620, but the '620 patent only discloses a method of giving forecasters an incentive to make reliable forecasts; it does not specify how they are to make forecasts, or in particular, how they are to value patent rights or estimate the likelihood of an unexpected reduction in value of the patent right.

It may further be observed that estimating the likelihood of an unexpected reduction in value of a patent right appears to be a difficult and paradoxical task; for the reduction to be unexpected, it must be based on possible future events that are not widely predicted or easily foreseen, or else perhaps on possible future events whose impact on the value of a patent is not obvious.

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

Claims 1, 5, 6, 9, 10, 11, 15, 19, and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett ("Insuring against Patent Infringement") in view of Fox (U.S. Patent 4,766,539) and official notice. As per claim 1, Bennett discloses a method

for providing an offer for financial protection, in the form of an insurance policy, against an unexpected change in value of an intellectual property asset, comprising (d) making an offer to provide compensation for at least a portion of any unexpected change in value of said at least one intellectual property asset to a person with an interest in a first party (third page of printed article; note statement, "The loss payable includes the diminution in value of the insured intellectual property caused by the infringement.") Bennett does not disclose computer-generating the offer, but Fox teaches using a computer in generating an insurance offer to provide compensation (Figure; column 2, line 67, through column 3, line 51; column 7, lines 31-39. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to computer-generate the offer, for the obvious advantage of saving the trouble and expense of employing human beings to perform routine calculations and other tasks involved in providing the offer.

Bennett does not expressly disclose (a) obtaining a description of at least one intellectual property asset of a first party; (b) determining a value of said at least one intellectual property asset; and (c) determining a cost of providing compensation for an unexpected change in value of said at least one intellectual property asset, but official notice is taken that it is well known practice to obtain descriptions of assets to be insured, determine the value of such assets, and determine a cost of providing compensation for loss damage, etc., of such assets. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to perform these steps in regard to an intellectual property asset in particular, for the

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obvious advantage of determining whether it would be likely to be profitable to insure the intellectual property asset, and what premiums should be charged to be profitable and competitive.

As per claim 5, Bennett does not expressly disclose (f) accepting the offer to provide compensation, but official notice is taken that it is well known to accept such an offer to provide compensation, i.e., to agree to buy insurance. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for a person with an interest in the first party to accept the offer to provide compensation, for the obvious advantage of being protected against unexpected changes (decreases) in value of the intellectual property asset.

As per claim 6, Bennett does not expressly disclose paying a second fee to the offeror, but official notice is taken that it is well known to pay a fee (premium) to an insurer. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to pay a second fee to the offeror, for the obvious advantage of receiving insurance protection.

As per claim 9, Bennett does not disclose that said value includes at least one future value, but official notice is taken that it is well known that the value of an asset depends on its expected future value. Hence, said value intrinsically includes at least one future value of the intellectual property asset. Bennett does not expressly disclose that the unexpected change in value is determined at the time for which said at least one future value was determined, but contracting for the insurance, or even generating an offer of an insurance contract, inherently involves defining, with a greater or lesser

degree of precision, the conditions under which compensation would be paid, and therefore the unexpected change in value. Likewise, contracting for the insurance, or generating an offer for an insurance contract, inherently involves determining at least one future value, as noted. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for said value to include at least one future value, and for the unexpected change in value to be determined at the time for which at least one future value was determined.

As per claim 10, Bennett does not expressly disclose that the value of an asset includes its current value, but official notice is taken that it is well known that the value of an asset includes its current value. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to insure an intellectual property asset based on its current value, in order to achieve the obvious advantage of insuring the insured party against a fall in the current value of the intellectual property asset.

As per claim 11, Bennett discloses that said intellectual property asset includes at least one member selected from the group consisting of patent rights, patent application rights, trademark rights, service mark rights, copyright rights, trade secret rights, and trade dress rights (note second paragraph on fourth page).

As per claim 15, Bennett does not disclose that an unexpected change in value is based upon a legal determination of at least one of invalidity and unenforceability of an intellectual property asset. However, official notice is taken that it is well known that the value of an intellectual property asset is likely to change unexpectedly should a legal

determination be made that the intellectual property asset is invalid and/or unenforceable. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to insure an intellectual property asset against a legal determination of its invalidity or unenforceability, in order to achieve the obvious advantage of being compensated for some or all of the losses incurred in the event of such a determination. Alternatively, from the perspective of the insurer, it would have been obvious to write insurance for an intellectual property asset against a legal determination of its invalidity or unenforceability, in order to make an insurance policy more comprehensive and desirable, and thus achieve the obvious advantage of being able to collect a higher premium on such an insurance policy.

As per claim 19, Bennett discloses that said at least one intellectual property asset includes at least one patent right (note second paragraph on fourth page).

As per claim 21, Bennett does not disclose that an offer to provide compensation is made to a party with an interest in the first party in connection with transfer of ownership of an intellectual property asset to a second party. However, official notice is taken that it is well known for the seller or sellers of an asset to obtain an independent assessment of the asset's value, or to insure themselves against possible liability should the value of the asset unexpectedly change. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for persons with an interest in the owner of at least one intellectual property asset to insure themselves against an unexpected change in the value of said intellectual property asset in connection with the transfer of said at least one intellectual property asset to



another owner, for the obvious advantage of obtaining protection against liability. Alternatively, from the insurer's perspective, it would have been obvious to offer insurance to a party with an interest in the owner of at least one intellectual property asset in connection with the transfer of said at least one intellectual property asset to another owner, for the obvious advantage of profiting from the receipt of premiums for such insurance, and/or from the receipt of consulting fees for declaring the willingness to offer such insurance.

Claims 2, 7, and 8 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett, Fox, and official notice as applied to claim 1 above, and further in view of Friedman. As per claim 2, Friedman teaches that the information that someone possessed of skill in evaluating risks and/or expert knowledge of the risks in a particular case has offered to insure an asset at a stated premium can be valuable even if the offer is not accepted (page 23, lines 24-28), and official notice is taken that it is well known to pay consulting fees in exchange for valuable information. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to obtain a first fee in exchange for offering to provide compensation for an unexpected change in the value of the intellectual property asset, in order to achieve the obvious advantage of being made richer by the fee. From the perspective of the payer of the fee, it would have been obvious to pay the fee in order to achieve the obvious advantage of acquiring independent evidence of the low risk of such an unexpected change of value.

As per claim 7, Bennett does not expressly disclose (f) accepting the offer to provide compensation, but official notice is taken that it is well known to accept such an offer to provide compensation, i.e., to agree to buy insurance. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for a person with an interest in the first party to accept the offer to provide compensation, for the obvious advantage of being protected against unexpected changes (decreases) in value of the intellectual property asset.

As per claim 8, Bennett does not expressly disclose paying a second fee to the offeror, but official notice is taken that it is well known to pay a fee (premium) to an insurer. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to pay a second fee to the offeror, for the obvious advantage of receiving insurance protection.

Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett, Fox, Friedman, and official notice as applied to claim 2 above, and further in view of Harbert ("Patent Enforcement Policy Aids Technology Transfer"). Bennett does not expressly disclose providing an evaluation of said at least one intellectual property asset, but Harbert teaches doing so, in the context of insuring the intellectual property asset (page 1, lines 35-38). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for an insurer to provide an evaluation of an intellectual property asset in order to achieve the obvious advantage of having grounds to judge whether a proposed insurance policy is likely to be profitable or the reverse to an insurer.

Claims 3 and 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett, Fox, and official notice as applied to claim 1 above, and further in view of Harbert ("Patent Enforcement Policy Aids Technology Transfer"). As per claim 3, Bennett does not expressly disclose providing an evaluation of said at least one intellectual property asset, but Harbert teaches doing so, in the context of insuring the intellectual property asset (page 1, lines 35-38). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for an insurer to provide an evaluation of an intellectual property asset in order to achieve the obvious advantage of having grounds to judge whether a proposed insurance policy is likely to be profitable or the reverse to an insurer.

As per claim 17, Bennett does not disclose analyzing the validity of at least one intellectual property asset, but Harbert teaches that an insurer of patents conducts an analysis based on a review of the patent, the business, and associated issues, including any history of litigation (page 1, lines 35-38). This is held to comprise analyzing the validity of the patent. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention that determining the value of an intellectual property asset would include analyzing its validity, in order to achieve the obvious advantage of profiting from the issuance of such insurance on a major section of the potential marketplace for intellectual property insurance.

Claims 13 and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett, Fox, and official notice as applied to claim 1 above, and further in view of Cripe ("Insurance a Must for Some Lending Programs"). Bennett does not expressly disclose that a person with an interest in the first party includes at least one member selected from the group consisting of an officer of the first party, a director of the first party, a prospective purchaser of said at least one intellectual property asset, an officer of the prospective purchaser, and a director of the prospective purchaser. However, Cripe teaches that it is common procedure to obtain insurance coverage protecting a company, and its individual directors and officers, from losses due to mismanagement (page 3, lines 1-4 of enclosed copy). Moreover, official notice is taken that it is well known for a purchaser or prospective purchaser to obtain insurance/guarantees on a purchase (note Friedman, page 23, lines 24-28). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for an officer of the first party, a director of the first party, a prospective purchaser of said at least one intellectual property asset, an officer of the prospective purchaser, or a director of the prospective purchaser, to obtain insurance against an unexpected change in the value of an intellectual property asset, for the obvious advantages of being protected from direct financial losses, and from liability for what might be construed as mismanagement.

As per claim 14, Bennett does not expressly disclose that a person with an interest in the first party includes at least one member selected from the group consisting of a prospective purchaser of said at least one intellectual property asset, an

officer of the prospective purchaser, and a director of the prospective purchaser. However, Cripe teaches that it is common procedure to obtain insurance coverage protecting a company, and its individual directors and officers, from losses due to mismanagement (page 3, lines 1-4 of enclosed copy). Moreover, official notice is taken that it is well known for a purchaser or prospective purchaser to obtain insurance/guarantees on a purchase (note Friedman, page 23, lines 24-28). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for a prospective purchaser of said at least one intellectual property asset, an officer of the prospective purchaser, or a director of the prospective purchaser, to obtain insurance against an unexpected change in the value of an intellectual property asset, for the obvious advantages of being protected from direct financial losses, and from liability for what might be construed as mismanagement.

Claim 22 is rejected under 35 U.S.C. 103(a) as being unpatentable over Bennett ("Insuring against Patent Infringement") in view of Friedman ("Economic Analysis of Law") and official notice. Bennett discloses a method of providing financial protection, in the form of an insurance policy, against an unexpected change in value of a patent right, comprising (c) agreeing to provide compensation for at least a portion of any unexpected change in value of the patent right during a particular period of time after receipt of an insurance premium (third page of printed article; note statement, "The loss payable includes the diminution in value of the insured intellectual property caused by the infringement;" see also second paragraph on third page for the intellectual property

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asset being a patent right). Bennett does not disclose insurance premiums being paid in connection with a transfer of ownership, but Friedman teaches what is in any case well known, paying an insurance premium in connection with a transfer in ownership (page 23, lines 24-28). Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention for an insurance premium to be paid in connection with a transfer of ownership, for the obvious advantage of enabling a purchaser to be more confident of the value of a purchase, and therefore more willing to buy, by providing a guarantee of the product being sold.

Bennett does not disclose the detailed steps claimed, but official notice is taken that it is well known in the art of insurance for insurers to assign a value to an asset to be insured; estimate the likelihood of an unexpected reduction in the value of that asset (e.g., of a ship sinking, a house burning down, etc.); and agree to provide compensation for an unexpected change in value of an asset to be insured to a person with an interest in the ownership of the asset during a period of time after receipt of an insurance premium. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to carry out these steps with regard to a patent right, in order to obtain the obvious advantage of profiting from writing insurance on patent rights.

Bennett does not disclose employing a data processing system to assign a value to the patent right, but official notice is taken that it is well known to use data processing systems to assign values. Hence, it would have been obvious to one of ordinary skill in the art of insurance at the time of applicant's invention to employ a data processing

system to assign a value to the patent right, for the obvious advantage of saving the trouble and expense of employing human beings to perform routine calculations and other tasks involved in assigning the value.

### ***Response to Arguments***

Applicant's arguments filed May 27, 2003, have been fully considered but they are not, for the most part, persuasive. Applicant argues for reconsideration of Examiner's rejections under 35 U.S.C. 112, first paragraph, which has persuaded Examiner (in view of Valuing A Business, by Pratt et al.) to withdraw the rejection of "determining a value of at least one intellectual property asset" as not enabled by the specification. However, there remains the rejection of claim 22 on the ground that the step of "estimating the likelihood of an unexpected reduction in value of the patent right" lacks enablement. Applicant writes, "[T]his type of prediction is made by patent litigators in assessing the likely outcome of a lawsuit in which the validity of a patent is challenged." Examiner does not dispute that patent litigators make such predictions in assessing the likely outcome of lawsuits, but it is not clear how even an experienced patent litigator could, for example, estimate the likelihood of a competing business he had not heard of suddenly being issued a new patent which unexpectedly reduced the value of a first party's existing patent right (see Prophetic Example 4 in the specification). Making odds on a lawsuit where the relevant facts have already been discovered is a more straightforward task.

With regard to the rejections under 35 U.S.C. 103 (a), Applicant argues that Bennett, the primary reference, while referring to insurance which covers "the diminution in value of the insured property caused by the infringement," does not disclose that the loss payable includes the diminution in value of intellectual property for other causes, such as invalidity, unenforceability, an ownership error, early expiration of rights due to a failure to pay maintenance fees, etc. Examiner replies that there is no need for Bennett to disclose any of these in order to be valid prior art, there being no limitation in the claims that the "unexpected change in value of at least one intellectual property asset" has any of these causes. Furthermore, Bennett writes, "The policy indemnifies the insured for actual loss occurring during the policy period due to infringement or claimed infringement," which appears to cover unenforceability. Parenthetically, insurance against early expiration of rights due to a failure to pay maintenance fees would pose difficulties, since this appears to be a hazard under the control of the insured.

Applicant also argues that the Office Action does not cite any authority indicating that any insurance company has conducted valuations of intellectual property as part of their insurance underwriting; Examiner replies that official notice was taken that it is well known practice to obtain descriptions of assets to be insured, determine the value of such assets, and determine a cost of providing compensation for loss damage, etc., of such assets, which Applicant does not dispute. Applicant's position, therefore, reduces to saying that an insurer, although in the habit of valuing buildings, ships, jewelry, etc., when insuring them, would not have found it obvious to value intellectual property when



insuring IP. This view might be plausible if the prior art on insuring intellectual property taught only insurance which did not require valuing the intellectual property, such as insurance policies against litigation expenses, but Bennett discloses, "The loss payable includes the diminution in value of the insured intellectual property caused by the infringement as well as the litigation expense incurred by the insured." It appears implausible that IPIS could have insured against the diminution in value of IP without valuing the IP in question.

Regarding claim 2, Applicant argues that the Office action does not cite any authority which discloses an insurance applicant paying for underwriting in order to receive an offer for insurance coverage which would become effective upon payment of a premium. Examiner responds that unchallenged official notice was taken that it is well known to pay consulting fees for valuable information.

Regarding claim 4, Applicant argues that Harbert ("Patent Enforcement Policy Aids Technology Transfer") discloses insurance policies that pay the cost of a patent infringement lawsuit, but does not disclose that an insurance underwriter values the subject intellectual property. Examiner replies that Harbert was not relied upon for valuing the subject intellectual property, but for providing an evaluation, a somewhat different matter. Valuing the intellectual property was held to be obvious in view of Bennett. Applicant further notes that in certain fields of insurance, such as life insurance, the insured party buys what he or she believes to be an appropriate amount of insurance, but neither the insurer nor the insured party assigns a value to the life of the insured individual. Examiner notes in response that in many other fields of

insurance, such as insurance of a building against fire, a ship against sinking, jewelry or other valuables against theft or other loss, etc., the value of the insured item is assessed, and it is to the latter situation that intellectual property insurance is more nearly analogous. Bennett, after all, refers to the loss payable as including the diminution of value of the insured intellectual property.

Applicant's arguments regarding claims 13, 14, and 22 essentially repeat points made and answered above.

### ***Conclusion***

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Pratt et al. (Valuing A Business) disclose various methods for valuing intangible assets. This book does not technically qualify as prior art, but is made of record as likely to be substantially similar to the earlier (1996) edition mentioned but not submitted by Applicant. Some of the material in Chapter 14 (especially pages 325-332 and 336) appears to correspond to what applicant described as being in Chapter 24 of the 1996 edition. Chapter 30 also contains some relevant material. A section of Chapter 36 is also made of record for the teaching (page 813) that different supposed experts can arrive at very different valuations.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen, whose telephone number is 703-305-0753. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins can be reached on 703-308-1344. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-7687 for regular communications and 703-305-7687 for After Final communications. Non-official/draft communications can be faxed to the examiner at 703-746-5574.

The new mailing address for the Patent Office is:

Commissioner for Patents  
P.O. Box 1450  
Alexandria VA 22313-1450

As of May 1, 2003, the former addresses, Washington DC 20231 and P.O. Box 2327 Arlington VA 22202, should **not** be used.

Papers can be hand-delivered to the Technology Center 3600 receptionist, 7<sup>th</sup> floor, Crystal Park 5, 2451 Crystal Drive, Arlington VA 22202.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

*Nicholas D. Rosen*  
Nicholas D. Rosen  
Primary Examiner  
June 30, 2003